

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai ]**

**Tender No : BLC/CFS/Bundling work /28**



**BALMERLAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

***[No.32, Sattangadu Village, Manali, Chennai-600068***

***Phone No 25941813 /25942557, Fax No. 25941863***

***E-mail: shankar.vb@balmerlawrie.com]***

**CIN - L15492WB1924GOI004835**

**TENDER NO: BLC/CFS/BUNDLING WORK /28**

**Dt.10.02.18**

**Tender Document for**

**Carrying out bundling work of empty containers**

**DUE DATE & TIME: [ 21/02/2018 at 14:00 Hrs ]**

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**NOTICE INVITING TENDER**

M/s. BALMER LAWRIE & CO.LTD., invites sealed offers from reputed & experienced Contractors for carrying out bundling work of empty containers at Container Freight Station, Manali, Chennai 68 on contract basis.

The Single bid tender document may be downloaded from our website [www.balmerlawrie.com](http://www.balmerlawrie.com) or obtained from our office at the address given above during the normal office hours.

**Only those venders who are registered with our Company would be considered for issuance of tender form directly/ acceptance of the tender. The parties who are not registered with us, are requested to get the registration done by collecting requisite vendor registration form from our office prior to submission of tender. Once the registration process is completed, the said vendor would be able to submit their bid.**

However, submission of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. MSMED Certificate holders in SC/ST Category should specifically mention the same.

Tender in a sealed envelope super scribing TENDER NO BLC/CFS/BUNDLING WORK/28 Dt.10.02.2018 “Tender for carrying out bundling work empty containers” shall be dropped in our tender box or to be sent by courier/ Speed Post to the given address before 15.00 hrs of 21.02.18 with covering envelope addressed to:

THE CHIEF MANAGER  
BALMER LAWRIE & CO.LTD  
CONTAINER FREIGHT STATION  
MANALI, CHENNAI 600 068

S.No	Description	Details
1	Name of Work	<b>Carrying out bundling work of empty containers at Container Freight Station, Manali, Chennai 68</b>
2	Tender No	<b>BLC/CFS/BUNDLING WORK/28</b>
3	Validity Of Offer	<b>30 days from the date of opening of the price bid</b>
4	Contract Period	<b>One year w.e.f. 01.03.18</b>
5	EMD	<b>Rs.3000/-</b>
6	Submission of Tender :	
	a. Starts on	<b>10.02.2018</b>
	b. Closes on	<b>21.02.2018 at 14.00 Hrs</b>
7	Opening of Tenders	<b>21.02.2018</b>

**1 LIST OF DOCUMENTS TO BE UPLOADED**

The scanned copies of following documents should also be submitted as part of the technical/commercial bid which may vary be verified with original.

- a. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company/ certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- b. Income Tax PAN number
- c. GST Registration Number
- d. Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s company for last 3 years.
- e. Experience/Credential Certificate.

## **2. VERIFICATION OF DOCUMENTS**

- a. Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for proper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

### **SPECIAL INSTRUCTIONS TO THE BIDDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from Balmer Lawrie website [www.balmerlawrie.com](http://www.balmerlawrie.com) or the same can be obtained from our office at the address given above during the normal office hours. Interested parties have to submit an interest free EMD of Rs.**[3000/- (Rupees Three thousand only)]** by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Chennai]**. Offer submitted without EMD will be rejected. However, submission of EMD would be exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro, Small and Medium Enterprises (MSME) on submission, of valid copy of registration certificate. The physical original instruments/drafts should reach our above address prior to due date and time.

## **3. Special Note**

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender document. Resubmission (if required) of bid should be completed within the stipulated date and time.
- Bidders are advised in their own interest to ensure that bids to be submitted well before the closing date and time of bid.
- Balmer Lawrie does not take any responsibility in case bidder fails to submit within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in BL website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

## **4. Filling of Tender Documents**

- 4.1 The tenderers are requested to carefully study all the terms and conditions mentioned in the tender document before quoting their rates.
- 4.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 4.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.

- 4.4 The sole proprietor or authorised representative shall sign all documents that needs to be submitted. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be produced on for verification by Balmer Lawrie.

### **SCOPE OF WORK**

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered explicitly herein below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

#### **Detailed Scope of work:**

**Carrying out bundling work of empty container size of 20ft F/R and 40ft F/R including wrapping, lashing materials and complete labour.**

### **GENERAL TERMS AND CONDITIONS**

#### **1. Experience**

- 1) Payment of EMD Rs.3000/- (MSME /NSIC bidders are exempted from payment of EMD subject to submission of proof of valid certificate)
- 2) Experience in carrying out handling work, container repair work or lashing work for 2 years ending 31<sup>st</sup> Dec 2017
- 3) Should have minimum average turnover of Rs.1.0 Lakhs per year during the last 3 years ending March 17
- 4) The Bidder must have GST registration (Proof to be attached)
- 5) Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required and should be attached)

#### **1. Submission Of Bids**

The Single Bid tender documents may be downloaded from our website [www.balmerlawrie.com](http://www.balmerlawrie.com) or obtained from our office at the address given above During the normal office hours. The rates are to be filled only as per given format.

#### **2. Tender Opening**

Bid will be opened as per due date mentioned in the Tender.

#### **4. Acceptance of offers**

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

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- 4.3 Balmer Lawrie would like to place order for carrying out the above work mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder.
- 4.4 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

### **5. Negotiations**

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

### **6. Price Variation**

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to Increase in cost of materials, components and labour cost till the validity of the contract period.
- 6.2 The quoted rates shall be valid for a period of minimum 30 days from the date of opening the price Bid.

### **7. Notification of Award**

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of indent on the successful bidder(s).

### **8. Contract Period**

The contract is valid for one year w.e.f. 01.03.18 or till completion of ordered quantity whichever is later. The contract may be extended as mutually agreed for further period of 1 year on the existing terms & conditions.

### **9. Statutory obligations**

The Successful bidder on award of contract shall ensure compliance with all relevant statutory provisions under the relevant labour laws viz. Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, ESI (Employees State Insurance) Act, Workmen's Compensation Act, Employees Provident Fund and Miscellaneous Provisions Act (EPF & MP Act), and other applicable labour enactments as amended from time to time, in respect of personnel deployed by contractor in Company's premises. There is no privity of contract between the workmen of the contractor and BL. Issues whatsoever should be settled by the contractor with the workmen deployed by him. No claims from the workmen of the contractor will be entertained by the company at any point of time.

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The successful bidder shall submit a detailed list of the personnel deployed by them in the Company's premises, which shall include the name, address, date of birth and identity proof of the personnel only then they would be permitted entry into the Company's premises after verifying the same and issuance of entry passes.

The successful bidder shall be solely responsible for all matters, including safety, welfare and discipline, in respect of personnel deployed by them in the company's premises and shall keep the company indemnified thereof.

#### **10. Safety**

The contractor would be fully responsible to ensure safety of lives, cargo, vehicles, property and containers within Balmer Lawrie-CFS yard. Any damage to life and / or property inside the CFS yard due to negligence would be to the account of the contractor

The bidders are strictly advised to follow the various safety aspects as per HSE norms in attending to the bundling work of empty containers, safety helmets, safety shoes etc. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

#### **11. Earnest Money**

Before the last date and time of bid opening, the bidder is required to submit at Chennai office (please refer Notice Inviting Tender) the EMD of Rs.3000/- (Rupees Five thousand only) by way of a bank draft payable at Chennai favoring Balmer Lawrie & Co Ltd. The EMD amount would be forfeited by Balmer Lawrie & Co Ltd in the event of the bidder's failure to perform the job order placed by the Company or lack of interest to perform the contract. The EMD of unsuccessful bidder would be returned after finalization of contract. The EMD of successful bidder would be retained and would be returned after satisfactory completion of job.

#### **12. Payment Terms**

100% payment would be within 10 days after satisfactory completion of work and submission of bills.

#### **13. Plant Visit / Contact Person**

The bidders are advised to visit the site to understand the tender requirement in detail. For any clarification / Queries you may please contact R. Raghupathi, Chief Manager(CFS) or V. Bhavani Shankar, Senior Manager (Commercial) Balmer Lawrie & Co. Ltd., CFS, Chennai, Phone (044) 25940643 or 9840716880.

#### **14. Sub-letting of Work**

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

#### **15. Liability & Ensuring Safety**

The contractor would be fully responsible to ensure safety of lives, cargo, vehicles, property and containers within Balmer Lawrie-CFS yard. Any damage to life and / or property inside the CFS yard due to negligence would be to the account of the contractor.

**16. Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever while carrying out the work at BL CFS. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment.

**17. Force Majeure Conditions:**

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

**18. Arbitration**

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No :BLC/CFS/Bundling work/28 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :



ANNEXURE – A

**PARTICULARS OF THE TENDERER'S ORGANISATION**

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. /LPP	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed / uploaded	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Whether copy of Service Tax Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED bidder must state whether they belong to SC/ST category	

**Ref: Tender No: BLC/CFS/BUNDLING WORK /28 FOR CARRYING OUT BUNDLING  
WORK OF EMPTY CONTAINERS**

<b>S No</b>	<b>Description of work</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	Bundling work of 20 Ft F/R empty containers including lashing, wrapping, material and labour complete	Bundle	15		
2	Bundling work of 40 Ft F/R empty containers including lashing, wrapping, material and labour complete	Bundle	30		
	Net Amount				
	Add: CGST @ 9%				
	SGST @ 9%				
	Total Amount incl GST				

**(Amount in Words**

**Date:**

**Name of the Company**

**Place:**

**Signature with Seal**